

MRD 9-4-98

FORM PTO-1618A
Expires 06/30/99
OMB 0651-0027

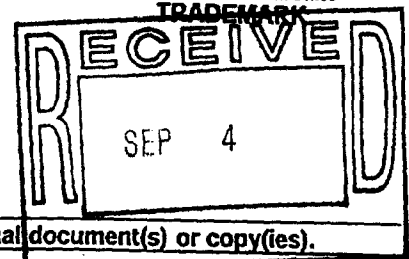
09-10-1998



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RECORDATION FORM COVER SHEET
TRADEMARKS ONLY

U.S. Department of Commerce
Patent and Trademark Office



TO: The Commissioner of Patents and Trademarks: Please record the attached original document(s) or copy(ies).

Submission Type

- ☒ New
- ☐ Resubmission (Non-Recordation)
Document ID #
- ☐ Correction of PTO Error
Reel # Frame #
- ☐ Corrective Document
Reel # Frame #

Conveyance Type

- ☒ Assignment ☐ License
- ☐ Security Agreement ☐ Nunc Pro Tunc Assignment
- ☐ Merger
- ☐ Change of Name
- ☐ Other
- Effective Date
Month Day Year
08 17 1998

Conveying Party

☒ Mark If additional names of conveying parties attached

Name

Execution Date
Month Day Year
08 17 1998

Formerly

- ☐ Individual ☐ General Partnership ☐ Limited Partnership ☐ Corporation ☐ Association
- ☐ Other

☒ Citizenship/State of Incorporation/Organization

Receiving Party

☐ Mark If additional names of receiving parties attached

Name

DBA/AKA/TA

Composed of

Address (line 1)

Address (line 2)

Address (line 3)

State/Country

Zip Code

- ☐ Individual ☐ General Partnership ☐ Limited Partnership
- ☐ Corporation ☐ Association

☒ Other

If document to be recorded is an assignment and the receiving party is not domiciled in the United States, an appointment of a domestic representative should be attached. (Designation must be a separate document from Assignment.)

☒ Citizenship/State of Incorporation/Organization

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FOR OFFICE USE ONLY

01 FC:481
02 FC:482

40.00 OP
1775.00 OP

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Mail documents to be recorded with required cover sheet(s) information to:
Commissioner of Patents and Trademarks, Box Assignments, Washington, D.C. 20231

REEL: 1784 FRAME: 0215

RECORDATION FORM COVER SHEET
CONTINUATION
TRADEMARKS ONLY

U.S. Department of Commerce
Patent and Trademark Office
TRADEMARK

Conveying Party

Enter Additional Conveying Party

☒ Mark if additional names of conveying parties attached

Execution Date
Month Day Year

Name Bell Sports, Corp.

08 17 1998

Formerly

☐ Individual ☐ General Partnership ☐ Limited Partnership ☒ Corporation ☐ Association

☐ Other

☒ Citizenship State of Incorporation/Organization Delaware

Receiving Party

Enter Additional Receiving Party

☐ Mark if additional names of receiving parties attached

Name

DBA/AKA/TA

Composed of

Address (line 1)

Address (line 2)

Address (line 3)

City

State/Country

Zip Code

☐ Individual ☐ General Partnership ☐ Limited Partnership

☐ Corporation ☐ Association

☐ Other

☐ Citizenship/State of Incorporation/Organization

If document to be recorded is an assignment and the receiving party is not domiciled in the United States, an appointment of a domestic representative should be attached (Designation must be a separate document from the Assignment.)

Trademark Application Number(s) or Registration Number(s)

Enter either the Trademark Application Number or the Registration Number (DO NOT ENTER BOTH numbers for the same property).

☒ Mark if additional numbers attached

Trademark Application Number(s)

Registration Number(s)

1860847	1395502	1455159
1645132	1993978	1422753
1558762	1244142	1912845
1565444	1001443	2024182
1589874	1914324	2024181
1859627	1920573	2025776
1794353	2137670	2024183

RECORDATION FORM COVER SHEET
CONTINUATION
TRADEMARKS ONLY

Conveying Party

Enter Additional Conveying Party

☐ Mark if additional names of conveying parties attached

Execution Date
Month Day Year

Name Giro Sport Design International, Inc.

08 17 1998

Formerly

☐ Individual ☐ General Partnership ☐ Limited Partnership ☒ Corporation ☐ Association

☐ Other

☒ Citizenship State of Incorporation/Organization California

Receiving Party

Enter Additional Receiving Party

☐ Mark if additional names of receiving parties attached

Name

DBA/AKA/TA

Composed of

Address (line 1)

Address (line 2)

Address (line 3)

City

State/Country

Zip Code

☐ Individual ☐ General Partnership ☐ Limited Partnership

☐ Corporation ☐ Association

☐ Other

☐ Citizenship/State of Incorporation/Organization

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Trademark Application Number(s) or Registration Number(s)

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☒ Mark if additional numbers attached

Trademark Application Number(s)

Registration Number(s)

1860202	1541697	1329345
1919348	088698	1657322
1220768	1874550	1977261
1373676	1877432	1909750
1318998	915121	1371220
1416726	1536238	1433750
80342	1425610	1977262

RECORDATION FORM COVER SHEET
CONTINUATION
TRADEMARKS ONLY

Conveying Party

Enter Additional Conveying Party

☐ Mark if additional names of conveying parties attached

Execution Date
Month Day Year

Name

Formerly

☐ Individual ☐ General Partnership ☐ Limited Partnership ☐ Corporation ☐ Association

☐ Other

☐ Citizenship State of Incorporation/Organization

Receiving Party

Enter Additional Receiving Party

☐ Mark if additional names of receiving parties attached

Name

DBA/AK/A/T/A

Composed of

Address (line 1)

Address (line 2)

Address (line 3)

City

State/Country

Zip Code

☐ Individual ☐ General Partnership ☐ Limited Partnership

☐ Corporation ☐ Association

☐ Other

☐ Citizenship/State of Incorporation/Organization

If document to be recorded is an assignment and the receiving party is not domiciled in the United States, an appointment of a domestic representative should be attached (Designation must be a separate document from the Assignment.)

Trademark Application Number(s) or Registration Number(s)

Enter either the Trademark Application Number or the Registration Number (DO NOT ENTER BOTH numbers for the same property).

☐ Mark if additional numbers attached

Trademark Application Number(s)

Registration Number(s)

1368690	2025450	1877494
1927085	2025461	1786112
1977260	2100135	1549649
1507998	2104062	1961240
2023748	2025460	1934539
2026937	0930541	
2025455	1326594	

Domestic Representative Name and Address

Enter for the first Receiving Party only.

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

Correspondent Name and Address

Area Code and Telephone Number

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

Pages

Enter the total number of pages of the attached conveyance document including any attachments.

#

Trademark Application Number(s) or Registration Number(s)

☒ Mark if additional numbers attached

Enter either the Trademark Application Number or the Registration Number (DO NOT ENTER BOTH numbers for the same property).

Trademark Application Number(s)

Registration Number(s)

Number of Properties

Enter the total number of properties involved.

#

Fee Amount

Fee Amount for Properties Listed (37 CFR 3.41):

\$

Method of Payment:

Enclosed ☒

Deposit Account ☐

Deposit Account

(Enter for payment by deposit account or if additional fees can be charged to the account.)

Deposit Account Number:

#

Authorization to charge additional fees:

Yes ☐

No ☐

Statement and Signature

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document. Charges to deposit account are authorized, as indicated herein.

Laura Lopez

Name of Person Signing


Signature

09/01/98

Date Signed

ANNEX II(a)**Schedule II(a)****Bell Sports, Inc. - U.S. Trademark Registrations**

	Country	International Class(es)	Reg. No. (Serial No.)	Reg. Date (Filing Date)
BSI	United States	6,11,12,28	1,974,842 (74/653,937)	05-21-96 (03-30-95)
BELL	United States	25	815,907 (218,955)	09-27-66 (05-17-65)
BELL (Customs Deposit)	United States	39	92-00691	12-23-92
BELL (w/ stripes in oval)	United States	9	1,330,653 (453,528)	04-16-85 (11-21-83)
BELL in Ellipse	United States	9	1,322,986	03-05-85
BELL HELMETS & Device	United States	9	1,676,643	02-25-92
BIKEXTRAS (STYLIZED)	United States	6,9	1,638,143 (73/836,817)	03-19-91 (11-07-89)
BIKEXTRAS (STYLIZED)	United States	11,12	1,751,170 (74/800,542)	02-09-93 (11-07-89)
BIKE EXTRAS & DESIGN	United States	6,7,9,11, 12	1,225,725 (73/155,030)	02-01-83 (01-12-78)
BIKEXTRAS CYCLE PRODUCTS CO. & DESIGN	United States	12	1,860,847 (74/303,926)	11-01-94 (08-11-92)
BIKE AMMO	United States	12	1,645,132	05-21-91

	Country	International Class(es)	Reg. No. (Serial No.)	Reg. Date (Filing Date)
BIKE BEARS	United States	6,12,14	1,558,762 (73/749,981)	10-03-89 (09-06-88)
BIKE BEARS (STYLIZED)	United States	6,12,14	1,565,444 (73/757,746)	11-14-89 (10-13-88)
BIOTEX	United States	12	1,589,874	04-03-90
BLACKBURN & Device	United States	12	1,859,627	10-25-94
BULLET	United States	28	1,794,353	09-21-93
CPC & DESIGN	United States	6,7,8,9, 11,12	1,395,502	06-03-86
CPC CYCLE PRODUCTS CO. & DESIGN	United States	6,7,8,9, 11,12	1,993,978	08-13-96
"CITADEL"	United States	6	1,244,142	07-05-83
CITADEL	United States	6	1,001,443	01-14-75
CLICK RACK	United States	12	1,914,324	08-22-95
COPPER CANYON CYCLING	United States	6,9,11,12,21	1,920,573 (74/433,448)	09-19-95 (09-07-93)
COURAGE FOR YOUR HEAD	United States	9	2,137,670 (74/722,408)	02-17-98 (08-29-95)
CURB CRUISER	United States	12	1,455,159	09-01-87
CYCLE SHUTTLE	United States	12	1,422,753 (73/598,064)	12-30-86 (05-12-86)

	Country	International Class(es)	Reg. No. (Serial No.)	Reg. Date (Filing Date)
DESIGN OF BEAR CHARACTER	United States	12	1,912,845	08-15-95
DESIGN OF HEAD (SPOKE-HEDZ)	United States	9	2,024,181	12-17-96
DESIGN OF HEAD (SPOKE-HEDZ)	United States	6	2,024,182	12-17-96
DESIGN OF HEAD (SPOKE-HEDZ)	United States	28	2,025,776	12-24-96
DESIGN OF HEAD (SPOKE-HEDZ)	United States	12	2,024,183	12-17-96
FANCIFUL DESIGN (In-Liner Icon)	United States	9	1,860,202	10-25-94
FAT HAT	United States	9	1,919,348 (74/506,342)	09-19-95 (03-22-94)
FLICKSTAND	United States	12	1,220,768 (73/236,594)	12-21-82 (10-25-79)
FOLD N' STOR	United States	12	1,373,676	12-03-85
FORCE FLOW	United States	9	1,318,998 (441,527)	02-12-85 (08-29-83)
GIRO	United States	25	1,416,726 (589,558)	11-11-86 (03-24-86)
GIRO (California)	United States	39	80342	02-14-86
GIRO & Design	United States	28	1,541,697 (646,808)	05-30-89 (02-27-87)

	Country	International Class(es)	Reg. No. (Serial No.)	Reg. Date (Filing Date)
GIRO & Design (California)	United States	22	088,698	10-21-88
HEADLOCK	United States	9	1,874,550	01-17-95
JAMMER	United States	9	1,877,432 (74/317,104)	02-07-95 (09-25-92)
MAGNUM	United States	9	915,121	06-15-71
MICROSHELL	United States	9	1,536,238	04-25-89
MOTO	United States	9	1,425,610 (73/604,863)	01-20-87 (06-17-86)
MOTO 4	United States	9	1,329,345	04-09-85
MTN RACK	United States	12	1,657,322 (073,836)	09-17-91 (06-28-90)
PARADOX	United States	9	1,977,261	05-28-96
POCKETSHOP	United States	8	1,909,750 (74/532,827)	08-08-95 (06-03-94)
REV & DESIGN	United States	12	1,371,220 (528,594)	11-19-85 (03-25-85)
RHODE GEAR	United States	12	1,433,750 (73/547,395)	03-24-87 (12-20-85)
RIVAL	United States	9	1,977,262 (74/537,363)	05-28-96 (06-14-94)
ROADSTAR	United States	9	1,368,690 (403,525)	11-05-85 (11-22-82)

	Country	International Class(es)	Reg. No. (Serial No.)	Reg. Date (Filing Date)
ROC LOC	United States	28	1,927,085 (74/483,530)	10-17-95 (01-26-94)
SASQUATCH	United States	12	1,977,260	05-28-96
SIDELIGHTS	United States	11	1,507,998	10-11-88
SPOKE-HEDZ	United States	9	2,023,748	12-17-96
SPOKE-HEDZ	United States	6	2,026,937	12-31-96
SPOKE-HEDZ	United States	12	2,025,455	12-24-96
SPOKE-HEDZ	United States	28	2,025,450	12-24-96
SPOKE-HEDZ (Stylized)	United States	6	2,025,461	12-24-96
SPOKE-HEDZ (Stylized)	United States	12	2,100,135	09-23-97
SPOKE-HEDZ (Stylized)	United States	9	2,104,062	10-07-97
SPOKE-HEDZ (Stylized)	United States	28	2,025,460	12-24-96
STAR	United States	9	930,541 (72/327,225)	03-07-72 (05-14-69)
TEAM CYCLE	United States	9,12,16	1,326,594	03-26-85
TERRAMOTO & Design	United States	9	1,877,494 (74/482,954)	02-07-95 (01-21-94)
THRILLER	United States	9	1,786,112	08-03-93
ULTRALIGHT (Supplemental)	United States	9	1,549,649 (73/747,542)	07-25-89 (08-22-88)

	Country	International Class(es)	Reg. No. (Serial No.)	Reg. Date (Filing Date)
VETTER	United States	9	1,961,240 (74/313,691)	03-12-96 (09-14-92)
VORTEX	United States	9	1,934,539 (74/293,112)	11-14-95 (07-10-92)

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ANNEX II(b)Schedule II(b)Bell Sports, Inc. - U.S. Trademark Applications

	Country	International Class(es)	Reg. No. (Serial No.)	Reg. Date (Filing Date)
BELL (for Eyewear)	United States	9	75374,645	(10-16-97)
BELL in Ellipse (for Eyewear)	United States	9	75374,646	(10-16-97)

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PATENT AND TRADEMARK COLLATERAL ASSIGNMENT

This Patent and Trademark Collateral Assignment dated as of August 17, 1998, is entered into by BELL SPORTS, INC. a California corporation ("Borrower"), BELL SPORTS CORP., a Delaware corporation ("Holdings"), GIRO SPORT DESIGN INTERNATIONAL, INC., a California corporation ("Giro") and each other Person that at any time agrees in writing to be bound as an Assignor hereunder (Borrower, Holdings, and each such other Person, the "Assignors") and SOCIÉTÉ GÉNÉRALE, in its capacity as Administrative Agent under the Credit Agreement referred to below ("Secured Party"), *for the benefit of* the Persons that now are or at any time hereafter become party as a Lender to the Credit Agreement (the "Lenders"), Société Générale, in its individual capacity and as Administrative Agent, Swingline Lender and Issuing Bank, and DLJ Capital Funding, Inc., as Syndication Agent, and all other present and future Holders of any of the Secured Obligations described herein (all, collectively, including the Lenders, the Administrative Agent, the Syndication Agent and the Arrangers, the "Beneficiaries").

Recitals

Borrower and Secured Party have entered into a Borrower Pledge and Security Agreement dated as of August 17, 1998, a true and correct copy of which is attached as Annex 1 hereto and by this reference incorporated into this Agreement as if fully set forth at length herein (the "Borrower Pledge and Security Agreement"), and Holdings and certain Subsidiary Grantors have entered into a Guarantor Pledge and Security Agreement dated as of August 17, 1998, a true and correct copy of which is attached as Annex 2 hereto and by this reference incorporated into this Agreement as if fully set forth at length herein (the "Guarantor Pledge and Security Agreement" and, together with the Borrower Pledge and Security Agreement, the "Security Agreements").

Pursuant to the Security Agreements, each Assignor has assigned to Secured Party and has granted Secured Party security interests in certain property described in Section 2.1 of the Security Agreements, including the Patent and Trademark Collateral hereinafter described, as security for the payment of the debts, liabilities and obligations described in the Security Agreements as the "Secured Obligations."

The Assignors and Secured Party are executing and delivering this Patent and Trademark Collateral Assignment for the purpose of creating and perfecting Secured Party's security interests in such Patent and Trademark Collateral as more particularly set forth herein.

Accordingly, in consideration of the foregoing and for other good and valuation consideration, the receipt and sufficiency of which are hereby acknowledged, Assignors and Secured Party hereby agree as follows:

ARTICLE I. DEFINITIONS

Section 1.1. *Terms Defined in the Security Agreements.* Except as otherwise specifically provided herein, capitalized terms that are used in this Agreement, defined in the Security Agreements and not otherwise defined herein have the meanings set forth in the Security Agreements.

Section 1.2. *Certain Defined Terms.* As used in this Assignment, the following terms shall have the following meanings:

"Assignment" means this Patent and Trademark Collateral Assignment.

"Goodwill" means all present and future goodwill, trade secrets, proprietary or confidential information, technical information, procedures, formulae, quality control standards, designs, operating and training manuals, customer lists, distribution agreements and General Intangibles owned by any one or more of the Assignors and arising out of the Patent and Trademark Collateral.

"License" means any Patent License or Trademark License or other present or future license of any right or interest acquired by the Assignor.

"Patent and Trademark Licenses" means all rights of the Assignor under any present or future written agreement granting any right with respect to any of the U.S. Patents, U.S. Patent Applications, U.S. Trademarks and U.S. Trademark Applications.

"Patent and Trademark Collateral" is defined in Section 2.1.

"Secured Obligations" means each and all of the debts, liabilities and obligations that are described as "Secured Obligations" in either or both of the Security Agreements.

"U.S. Patent and Trademark Applications" means all applications in connection with U.S. Patents and Trademarks, including applications in the United States Patent and Trademark Office or in any similar office or agency of the United States, any state or territory thereof, or any political subdivision thereof, including the patents listed in Schedule I(a) or Schedule I(b) and the trademarks listed in Schedule II(a) or Schedule II(b).

"U.S. Patents" means all of the following:

(a) All present and future patents and patent applications and all patent license agreements to which Grantor is a party (whether as licensor or licensee) and all Claims (including infringement claims) relating thereto, including (i) all registrations and recordings thereof including those listed in Schedule I(a) attached hereto and (ii) all of the foregoing not duly registered with the United States Patent and Trademark Office or in any similar office or agency of the United States, any state or territory thereof, or any political subdivision thereof, including those provided in Schedule I(b) attached hereto; and

"U.S. Trademarks" means all of the following:

(b) All present and future trademarks, trade names, corporate names, business names, trade styles, service marks, logos, mastheads, other source or business identifiers, proprietary product names or descriptions, prints and labels on which any of the foregoing may appear, designs and general intangibles of like nature, including (i) all registrations and recordings thereof including those listed in Schedule II(a) attached hereto and (ii) all of the foregoing not duly registered with the United States Patent and Trademark Office or in any similar office or agency of the United States, any state or territory thereof, or any political subdivision thereof, including those provided in Schedule II(b) attached hereto; and

(c) all proceeds of the foregoing, including license royalties and proceeds of infringement suits, the right to sue for past, present and future infringements, all rights corresponding thereto throughout the world and all reissues, extensions and renewals thereof.

Section 1.3. Terms Generally. The definitions of terms herein shall apply equally to the singular and plural forms of the terms defined. Whenever the context may require, any pronoun shall include the corresponding masculine, feminine and neuter forms. The words "include," "includes" and "including" shall be deemed to be followed by the phrase "without limitation." The word "will" shall be construed to have the same meaning and effect as the word "shall." Unless the context requires otherwise (a) any definition of or reference to any agreement, instrument or other document herein shall be construed as referring to such agreement, instrument or other document as from time to time amended, supplemented or otherwise modified (subject to any restrictions on such amendments, supplements or modifications set forth herein), (b) any reference herein to any Person shall be construed to include such Person's successors, transferees and assigns, (c) the words "herein," "hereof" and "hereunder," and words of similar import, shall be construed to refer to this Agreement in its entirety and not to any particular provision hereof, (d) all references herein to Articles, Sections, Exhibits and Schedules shall be construed to refer to Articles and Sections of, and Exhibits and Schedules to, this Agreement, and (e) the words "asset" and "property" shall be construed to have the same meaning and effect and to refer to any and all tangible and intangible assets and properties, whether real, personal or mixed and of every type and description.

**ARTICLE II.
SECURITY INTEREST AND COLLATERAL**

Section 2.1. *Grant of Security Interest.* As security for the payment of the Secured Obligations, each Assignor hereby transfers and assigns to Secured Party as security with power of sale, and grants Secured Party a continuing security interest in, all right, title and interest of such Assignor in, to, under or derived from the following property (collectively, the "Patent and Trademark Collateral"), in each case whether now owned or hereafter acquired by the Assignor and wherever located:

(a) all U.S. Patents;

(b) all U.S. Patent Applications;

(c) all Patent Licenses;

(d) all proceeds of the foregoing, including all Claims of each Assignor against third parties for any (i) past, present or future infringement of any U.S. Patent or U.S. Patent Application and (ii) injury to the Goodwill associated with the foregoing.

(e) all U.S. Trademarks;

(f) all U.S. Trademark Applications;

(g) all Trademark Licenses;

(h) all Goodwill associated with (i) any U.S. Trademark, (ii) any U.S. Trademark Application or (iii) any U.S. Trademark or U.S. Trademark Application licensed under any Trademark License; and

(i) all proceeds of the foregoing, including all Claims of each Assignor against third parties for any (i) past, present or future infringement or dilution of any U.S. Trademark or U.S. Trademark Application and (ii) injury to the Goodwill associated with the foregoing.

**ARTICLE III.
REPRESENTATIONS AND WARRANTIES**

Section 3.1. *Representations and Warranties.* Each Assignor hereby represents and warrants that, except as otherwise set forth in any schedule to the Security Agreements:

(a) Schedule I(a), Schedule I(b), Schedule II(a) and Schedule II(b) set forth a complete and accurate listing of all U.S. Patents, U.S. Patent Applications, registered U.S. Trademarks and registered U.S. Trademark Applications in which any Assignor has an interest.

(b) It has not granted any license, rights or privileges in or to the Patent and Trademark Collateral which is material to the conduct of its business and outside the ordinary course of business to any party, except to Secured Party.

(c) The registrations of all Patent and Trademark Collateral listed as to it in Schedule I(a) and Schedule II(a) are valid and enforceable and have not been transferred to any other Person. No Assignor has taken or failed to take any action that would materially and adversely affect the enforceability thereof.

(d) It owns all right, title, and interest in, to and under all Patent and Trademark Collateral listed as to it in Schedule I(a), Schedule I(b), Schedule II(a) and Schedule II(b).

(e) None of the registrations of the Patent and Trademark Collateral listed as to it in Schedule I(a), Schedule I(b), Schedule II(a) or Schedule II(b) have been adjudged invalid or unenforceable, in whole or in part.

(f) Except as otherwise disclosed in the schedules to the Credit Agreement it has not received any written threats of action which if successful would materially adversely affect the business of the Assignor and has not commenced and is not about to commence any suit or action against others in connection with the violation or enforcement of its rights in any of the Patent and Trademark Collateral.

(g) It at all times is (or, as to any item of Patent and Trademark Collateral acquired after the date hereof, will be) the sole legal and beneficial owner of the Patent and Trademark Collateral and has exclusive possession and control thereof, free and clear of any Liens except those created by this Assignment or permitted under Section 6.3 of the Credit Agreement.

(h) It has the right and power to enter into this Assignment and perform its terms.

ARTICLE IV. COVENANTS

Section 4.1. *Covenants.* Each Assignor covenants and agrees as follows:

(a) Such Assignor will not, either by itself or through any agent, employee, licensee or designee, file an application for the registration of any Patent and Trademark Collateral with the United States Patent and Trademark Office unless, within 30 days thereafter, it files with any such office or agency, (i) an amendment to this Assignment adding a description of such Patent and Trademark Collateral to Schedule I(a) or Schedule II(a) and (ii) any other agreements, instruments, documents and papers as Secured Party may reasonably request to evidence Secured Party's security interest in such Patent and Trademark Collateral.

(b) Subject to Section 4.1(a) and except to the extent that (i) Secured Party may otherwise agree or (ii) such Assignor reasonably determines that certain of the Patent and Trademark Collateral is no longer of material value to the Assignor's business, each Assignor shall take all necessary actions to maintain and pursue each application, to obtain the relevant registration, and to maintain the registration of all of the Patent and Trademark Collateral with the United States Patent and Trademark Office or other appropriate filing office or agency in which registration is necessary to protect its rights therein, including the filing of applications for renewal, affidavits of use, affidavits of incontestability and opposition and cancellation proceedings; *provided, however*, that neither this Section 4.1(b) nor any other provision of this Assignment or any other Loan Document shall obligate any Assignor to file any application for the registration or to obtain or maintain the registration of any Patent and Trademark Collateral which it would not otherwise file, obtain or maintain in the exercise of its ordinary business practices.

(c) In the event that any Assignor's rights under any Patent and Trademark Collateral that is material to the conduct of its business are infringed, misappropriated or diluted in any material respect by a third party, such Assignor (i) shall notify Secured Party promptly after it learns thereof and (ii) shall take such actions as such Assignor shall reasonably deem appropriate under the circumstances to protect such Patent and Trademark Collateral.

(d) Each Assignor shall promptly notify Secured Party, in writing, of any suit, action or proceeding brought against it relating to, concerned with or affecting the Patent and Trademark Collateral that is material to the conduct of its business or infringement of or interference with another trademark which would reasonably be expected to be determined adversely and thereupon to have a Material Adverse Effect. Each Assignor shall, upon request by Secured Party, deliver to Secured Party a copy of all pleadings, papers, orders or decrees theretofore or thereafter filed in any such suit, action or proceeding, and upon request by Secured Party shall keep Secured Party fully advised and informed of the progress of any such suit, action or proceeding.

(e) Each Assignor shall promptly notify Secured Party if it knows (i) that any application or registration relating to any Patent and Trademark Collateral that is material to the conduct of its business may become abandoned or dedicated, (ii) that there has been or likely may be an adverse determination or development (including the institution or any adverse determination or development in, any proceeding in the United States Patent and Trademark Office or any court) regarding (A) its ownership of any Patent and Trademark Collateral that is material to the conduct of its business, (B) its right to register such Patent and Trademark Collateral that is material to the conduct of its business or (C) its right to keep and maintain such Patent and Trademark Collateral that is material to the conduct of its business or (iii) of any other event that materially adversely affects the value of any Patent and Trademark Collateral that is material to the conduct of its business.

(f) Subject to Section 4.1(b), upon the written request of Secured Party, each Assignor shall promptly and duly execute and deliver any and all additional documents,

including UCC-1 financing statements, and take such further action as Secured Party may deem necessary to obtain the full benefit of this Assignment, all at the sole expense of such Assignor.

(g) Without Secured Party's prior written consent, which consent shall not be unreasonably withheld, no Assignor shall (i) enter into any agreement that would materially impair or conflict with such Assignor's obligations hereunder or (ii) fail to use reasonable efforts to permit the inclusion in any material contract to which it becomes a party of any provisions that could or might in any way prevent the creation of a security interest in the Assignor's rights and interests in any property included within the definition of Patent and Trademark Collateral that is material to the conduct of its business acquired under such contracts.

ARTICLE V. POWER OF ATTORNEY

Section 5.1. *Power of Attorney.* Each Assignor hereby authorizes and empowers Secured Party to make, constitute and appoint any officer or agent of Secured Party, as Secured Party may select in its exclusive discretion, as the Assignor's true and lawful attorney-in-fact, with the power, whenever any Assignor is in default as set forth in Section 4.1 of either of Security Agreements, to endorse any Assignor's name on all applications, documents, papers and instruments necessary for Secured Party (a) to use the Patent and Trademark Collateral, (b) to grant or issue to any, third party a license or, to the extent permitted by an applicable License, a sublicense, whether general, specific or otherwise and whether on an exclusive or non-exclusive basis, of any Patent and Trademark Collateral throughout the world on such terms and conditions and in such manner as Secured Party shall, in its reasonable discretion, determine, or (c) to assign, pledge, convey or otherwise transfer title in or dispose of the Patent and Trademark Collateral to any third person. Each Assignor hereby ratifies all that such attorney-in-fact shall lawfully do or cause to be done by virtue hereof. This power of attorney shall be irrevocable until Discharge of the Credit Agreement.

ARTICLE VI. PATENT AND TRADEMARK COLLATERAL

Section 6.1. *Grant of License to Use Intellectual Property Collateral.* For the purpose of enabling Secured Party to exercise rights and remedies hereunder or under Article IV of the Security Agreements (including in order to take possession of, hold, preserve, process, assemble, prepare for sale, market for sale, sell or otherwise dispose of any Collateral) during the continuance of an Event of Default, each Assignor hereby grants to Secured Party an irrevocable, non-exclusive license (exercisable without payment of royalty or other compensation to any Assignor) (a) to use, license or sublicense any of the Patent and Trademark Collateral now owned or hereafter acquired by the Assignor and wherever the same may be located and (b) to have access to all media in which any of the licensed items may be recorded or stored and all computer and automatic machinery software and programs used for the compilation or printout thereof.

Section 6.2. *Use and Protection of Patent and Trademark Collateral.* Notwithstanding anything to the contrary contained herein, unless an Event of Default has

occurred and is continuing, each Assignor may continue to use, exploit, license, enjoy and protect the Patent and Trademark Collateral in the ordinary course of its business, and Secured Party shall from time to time, execute and deliver, upon the reasonable written request of any Assignor, any and all instruments, certificates or other documents, in the form so requested, that in the reasonable judgment of any Assignor are necessary or appropriate to permit the Assignor to continue to do so.

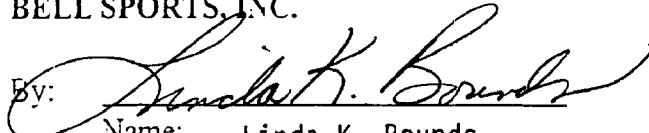
ARTICLE VII. MISCELLANEOUS PROVISIONS

Section 7.1. *Incorporation of Agreements.* Each and all of the provisions of the Security Agreements shall apply to this Agreement, *mutatis mutandis*.

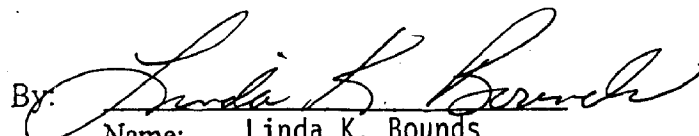
[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, the Assignors and Secured Party have executed this
Patent and Trademark Collateral Assignment as of the date first set forth above.

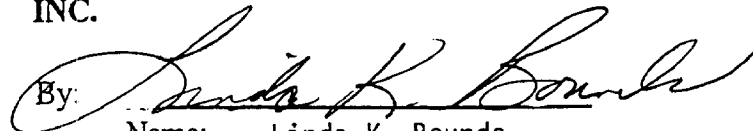
BELL SPORTS, INC.

By: 
Name: Linda K. Bounds
Title: Vice President, Chief Financial
Officer, Secretary & Treasurer

BELL SPORTS CORP.

By: 
Name: Linda K. Bounds
Title: Vice President, Chief Financial
Officer, Secretary & Treasurer

GIRO SPORT DESIGN INTERNATIONAL,
INC.

By: 
Name: Linda K. Bounds
Title: Vice President, Chief Financial
Officer, Secretary & Treasurer

Accepted and agreed as of
the date first above written:

SOCIETE GENERALE
As Administrative Agent

By: _____
Name:
Title:

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

STATE OF CALIFORNIA)

) ss.

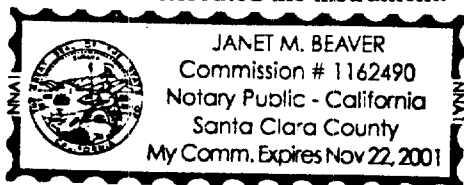
COUNTY OF SANTA CLARA)

On August 17, 1998, before me, Janet M. Beaver, Notary Public,
(Name And Title Of Officer)

personally appeared Linda K. Bounds,

☐ personally known to me
-or-

☒ proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that she executed the same in her authorized capacity, and that by her signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.



WITNESS my hand and official seal.

Janet M. Beaver
Signature Of Notary

OPTIONAL

Though the data below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent reattachment of this form.

CAPACITY CLAIMED BY SIGNER

- ☐ Individual
☒ Corporate Officer
Chief Financial Officer

Title(s)

- ☐ Partner(s) ☐ Limited
☐ General

- ☐ Attorney-In-Fact
☐ Trustee(s)
☐ Guardian/Conservator
☐ Other: _____

Signer is representing:

Name Of Person(s) Or Entity(ies)

Bell Sports, Inc.

Bell Sports Corp.

Giro Sports Design International, Inc.

DESCRIPTION OF ATTACHED DOCUMENT

Patent and Trademark

Collateral Assignment

Title Or Type Of Document

Number Of Pages

August 17, 1998

Date Of Document

Signer(s) Other Than Named Above

IN WITNESS WHEREOF, the Assignors and Secured Party have executed this Patent and Trademark Collateral Assignment as of the date first set forth above.

BELL SPORTS, INC.

By: _____
Name:
Title:

BELL SPORTS CORP.

By: _____
Name:
Title:

**GIRO SPORT DESIGN INTERNATIONAL,
INC.**

By: _____
Name:
Title:

Accepted and agreed as of
the date first above written:

SOCIETE GENERALE

As Administrative Agent

By: Steve J. Pischel
Name: Steve Pischel
Title: Associate

STATE OF NEW YORK

COUNTY OF NEW YORK

I, DORIS CAPUTO, a Notary Public of Kings County, do hereby certify that Steven T. Pischel, personally appeared before me this day and acknowledged that he/she is Associate of Société Générale, and personally known to me to be the same person whose name is subscribed to the foregoing instrument, and acknowledged that as such Associate, he/she signed and delivered the said instrument and that by authority duly given, the foregoing instrument was signed in its name by its Associate, for and on behalf of said corporation.

WITNESS my hand and Notarial Seal, this 17th day of August, 1998.

Doris Caputo
Notary Public

My Commission Expires:

DORIS CAPUTO
Notary Public, State of New York
No. 24-4932032
Qualified in Kings County
Certificate Filed in New York County
Commission Expires May 31, 192000

**Patent and Trademark Assignment
Bell Sports, Inc.**

Schedule I(a)

U.S. Patents

See attached Annex I(a) for a listing of registered U.S. patents.

ANNEX I(a)**Schedule I(a)
U. S. Registered Patents for Bell Sports, Inc.**

Country	Patent	Patent No. (App. No.)	Grant Date (File Date)
United States	Aerodynamic Bicyclist's Helmet	D300,070 (842,014)	02-28-89 (03-07-86)
United States	Anti-Sway Device for a Bicycle Carrier	5,259,542 (07/736,110)	11-09-93 (07-26-91)
United States	Automatic Release Bicycle Holder	4,185,850 (05/961,295)	01-29-80 (11-16-78)
United States	Automobile Mountable Bicycle Carrier	5,056,700 (414,870)	10-15-91 (09-29-89)
United States	Battery-Powered Flashing Super-Luminescent Light Emitting Diode Safety Warning Light	5,313,187 (578,504)	05-17-94 (09-06-90)
United States	Battery-Powered Flashing Super-Luminescent Light Emitting Diode Safety Warning Light	5,313,188 (997,201)	05-17-94 (12-28-92)
United States	Bicycle Exerciser	D 298,156 (806,851)	10-18-88 (11-27-85)
United States	Bicycle	D 325,009 (548,766)	03-31-92 (07-06-90)
United States	Bicycle Carrier	5,056,699 (07/581,141)	10-15-91 (09-07-90)
United States	Bicycle Carrier	4,830,250 (06/948,333)	05-16-89 (12-31-86)
United States	Bicycle Exercise Support	D 306,193 (023470)	02-20-90 (03-09-87)

Country	Patent	Patent No. (App. No.)	Grant Date (File Date)
United States	Bicycle Front Rack	D 299,225 (873,319)	01-03-89 (06-11-86)
United States	Bicycle Helmet with Rear Safety Flasher Light and Reflector	D 335,195 (583,975)	04-27-93 (09-18-90)
United States	Bicycle Mirror Assembly	4,605,289 (06/658,181)	08-12-86 (10-05-84)
United States	Bicycle Pump (Mammoth Mtn. Pump Design)	D 392,650 (29/054,311)	03-24-98 (05-09-96)
United States	Bicycle Racing Helmet (Advantage)	D 293,496 (744,810)	12-19-87 (06-14-85)
United States	Bicycle Racing Helmet (Acrohead)	D 316,165 (212,857)	04-09-91 (06-28-88)
United States	Bicycle Racing Helmet (Prolight)	D 303,851 (232,181)	10-03-89 (08-15-88)
United States	Bicycle Rack	D 352,267 (948,975)	11-08-94 (09-18-92)
United States	Bicycle Rack	4,392,597 (345,199)	07-12-83 (02-02-80)
United States	Bicycle Rack	D 276,991 (422,715)	01-01-85 (09-24-82)
United States	Bicycle Rack	D 331,382 (07/714,075)	12-01-92 (06-11-91)
United States	Bicycle Rack	D 331,736 (07/714,074)	12-15-92 (06-11-91)
United States	Bicycle Rear Rack	D 299,818 (873,320)	02-14-89 (06-11-86)
United States	Bicycle Seat with Rear Safety Flasher Light and Reflector	D 333,041 (583,974)	02-09-93 (09-18-90)

Country	Patent	Patent No. (App. No.)	Grant Date (File Date)
United States	Bicyclists Helmet	D 300,070 (842,014)	02-08-89 (03-07-86)
United States	Bicyclists Racing Helmet (Prolight)	D 299,180 (872,766)	01-03-89 (06-10-86)
United States	Bicyclists Helmet with Air Flow and Perspiration Control	4,434,514 (337,815)	03-06-84 (01-07-82)
United States	Bottle Cage	D 379,794 (041,447)	06-10-97 (07-14-95)
United States	Bottle Cage for Bicycles	D 346,996 (948,974)	05-17-94 (09-18-92)
United States	Child's Bicycle Seat (Rhode Gear)	D 332,877 (07/415,189)	02-02-93 (09-29-89)
United States	Child Bicycle Seat and Rack Assembly	5,299,818 (07/415,174)	04-05-94 (09-29-89)
United States	Combined Bicycle Safety Flashing Light and Reflector (VL 300-Design)	D 336,530 (578,503)	06-15-93 (09-06-90)
United States	Cyclist Helmet	D 319,112 (247,581)	08-13-91 (09-22-88)
United States	Cyclists Helmet and Face Mask	4,667,348 (846,202)	05-26-87 (03-31-86)
United States	Cyclist's Ribbed Helmet	D 285,980 (523,384)	10-07-86 (08-15-83)
United States	Cyclists Vented Helmet with Visor	D272,770 (436,527)	02-28-84 (10-25-82)
United States	Cyclist's Ventilated Helmet	D 310,893 (109,254)	09-25-90 (10-16-87)
United States	Detent Controlled Helmet Shields	4,305,160 (122,316)	12-15-81 (02-19-80)

Country	Patent	Patent No. (App. No.)	Grant Date (File Date)
United States	Double Oscillator Battery Powered Flashing Super- Luminescent Light Emitting Diode Safety Warning Light	5,175,528 (742,205)	12-29-92 (08-05-91)
United States	Fairing Mounting Apparatus	4,331,344 (867,189)	05-25-82 (01-03-78)
United States	Helmet Having a Planar-Molded Infrastructure	5,481,762 (301,696)	01-09-96 (01-25-89)
United States	Helmet Having Planar-Molded Infrastructure	5,477,563 (140,705)	12-26-95 (10-21-93)
United States	Helmet Retention System with Adjustable Buckle	5,123,121 (07/668,728)	06-23-92 (03-13-91)
United States	Helmet Visor Attachment Apparatus	5,675,843 (08/609,119)	10-14-97 (02-29-96)
United States	Method for Making Helmet with Indelible Ornamented Cover	4,993,082 (07/461,496)	02-19-91 (01-05-90)
United States	Motorcycle Article Carrier	D 274,899 (176,851)	07-31-84 (08-11-80)
United States	Motorcycle Fairing	D 273,779 (339,615)	05-08-84 (01-15-82)
United States	Motorcycle Fairing Body Extender	4,331,358 (157,333)	05-25-82 (06-09-80)
United States	Multiple Density Helmet Body Compositions to Strengthen Helmet	5,351,341 (934,200)	10-04-94 (08-24-92)
United States	Multiple Density Helmet Body Compositions to Strengthen Helmet	5,309,576 (07/717,485)	05-10-94 (06-19-91)
United States	Open Cockpit Racing Helmet	5,575,018 (08/233,074)	11-19-96 (04-26-94)

Country	Patent	Patent No. (App. No.)	Grant Date (File Date)
United States	Package for Soft Goods (Pro Cap)	D 316,227 (258,254)	04-16-91 (10-14-88)
United States	Pair of Front Pannier Support Racks for Bicycles	D 292,900 (568,333)	11-24-87 (01-05-84)
United States	Pannier Carrier for the Front Wheel of a Bicycle	D 278,699 (263,777)	05-07-85 (05-15-81)
United States	Personal Safety Light	D 340,777 (733,404)	10-26-93 (07-19-91)
United States	Pinch Resistant Buckle Assembly	5,729,877 (08/706,213)	03-24-98 (08-30-96)
United States	Pockets for a Fairing Structure	4,278,285 (095,409)	07-14-81 (11-19-79)
United States	Portable Headlamp	5,436,810 (07/929,219)	07-25-95 (08-13-92)
United States	Portable Headlamp	5,641,220 (378,359)	06-24-97 (01-25-95)
United States	Quick Release Hub Cam Lever	D358,123 (07/924,326)	05-09-95 (08-03-92)
United States	Rear Pannier Rack for Bicycles	D 285,426 (613,562)	09-02-86 (05-24-84)
United States	Reinforced Expanded Plastic Helmet Construction	5,119,516 (424,646)	06-09-92 (10-25-89)
United States	Reinforced Expanded Plastic Helmet Construction	5,099,523 (646,462)	03-31-92 (01-25-91)
United States	Reinforced Expanded Plastic Helmet Construction	5,269,025 (07/775,855)	12-14-93 (10-15-91)
United States	Sizing and Stabilizing Apparatus for Bicycle Helmets (RocLoc)	5,659,900 (08/088,878)	08-26-97 (07-08-93)

Country	Patent	Patent No. (App. No.)	Grant Date (File Date)
United States	Sport Helmet Retention Apparatus (Tri Star Helmet)	5,774,901 (08/689,896)	07-07-98 (08-15-96)
United States	Strap Lock Buckle	5,469,583 (08/122,748)	11-28-95 (09-16-93)
United States	Strap Retainer for Head Gear	5,007,141 (373,417)	04-16-91 (06-30-89)
United States	Suction Ventilated Helmet	4,622,700 (806,512)	11-18-86 (12-09-85)
United States	Triangular Top-Tube Loop Rear-Entry Drop-Out Bicycle Frame (Same as Bicycle Sprocket)	D 288,421 (29/611,828)	02-24-87 (05-18-84)
United States	Vehicle Attached Bicycle Carrier	D 329,035 (415,150)	09-01-92 (09-29-89)
United States	Ventilated Bicycle Helmet (Air Attack)	D 347,300 (855,349)	05-24-94 (03-23-92)
United States	Ventilated Bicycle Helmet (Ventoux)	D 352,803 (886,665)	11-22-94 (05-19-92)
United States	Ventilated Bicycle Helmet (Air Attack)	D 339,427 (374,398)	09-14-93 (08-23-89)
United States	Ventilated Helmet	4,627,115 (769,386)	12-09-86 (08-26-85)
United States	Ventilated Helmet	4,555,816 (572,893)	12-03-85 (01-23-84)
United States	Ventilated Youth Helmet	D 319,112 (247,581)	09-13-91 (09-22-88)

U.S. Patent Applications

See attached Annex I(b) for a listing of U.S. patent applications.

ANNEX I(b)

Schedule I (b)
U. S. Patent Applications for Bell Sports, Inc.

<i>Country</i>	<i>Patent</i>	<i>App. No.</i>	<i>File Date</i>
United States	Bicycle Assembly	(549,382)	(07-06-90)
United States	Childs Bicycle Seat and Rack Assembly	(08/481,181)	(06-07-95)
United States	Crank Handle Trainer Utility	(280,266)	(07-26-94)
United States	Safety Helmet	(475,831)	(03-16-83)
United States	Sizing and Stabilizing Apparatus for Bicycle Helmets (RocLoc)	(08/432,123)	(05-17-95)
United States	Two-Part Safety Helmet w/Vented Core & Outer Shell		(03-03-98)
United States	Workhorse Utility	(08/701,419)	(08-22-96)

W750802.1

U.S. Trademarks

See attached Annex II(a) for a listing of registered U.S. trademarks.

ANNEX II(a)**Schedule II(a)****Bell Sports, Inc. - U.S. Trademark Registrations**

	Country	International Class(es)	Reg. No. (Serial No.)	Reg. Date (Filing Date)
BSI	United States	6,11,12,28	1,974,842 (74/653,937)	05-21-96 (03-30-95)
BELL	United States	25	815,907 (218,955)	09-27-66 (05-17-65)
BELL (Customs Deposit)	United States	39	92-00691	12-23-92
BELL (w/ stripes in oval)	United States	9	1,330,653 (453,528)	04-16-85 (11-21-83)
BELL in Ellipse	United States	9	1,322,986	03-05-85
BELL HELMETS & Device	United States	9	1,676,643	02-25-92
BIKEXTRAS (STYLIZED)	United States	6,9	1,638,143 (73/836,817)	03-19-91 (11-07-89)
BIKEXTRAS (STYLIZED)	United States	11,12	1,751,170 (74/800,542)	02-09-93 (11-07-89)
BIKE EXTRAS & DESIGN	United States	6,7,9,11, 12	1,225,726 (73/155,030)	02-01-83 (01-12-78)
BIKEXTRAS CYCLE PRODUCTS CO. & DESIGN	United States	12	1,860,847 (74/303,926)	11-01-94 (08-11-92)
BIKE AMMO	United States	12	1,645,132	05-21-91

	Country	International Class(es)	Reg. No. (Serial No.)	Reg. Date (Filing Date)
BIKE BEARS	United States	6,12,14	1,558,762 (73/749,981)	10-03-89 (09-06-88)
BIKE BEARS (STYLIZED)	United States	6,12,14	1,565,444 (73/757,746)	11-14-89 (10-13-88)
BIOTEX	United States	12	1,589,874	04-03-90
BLACKBURN & Device	United States	12	1,859,627	10-25-94
BULLET	United States	28	1,794,353	09-21-93
CPC & DESIGN	United States	6,7,8,9, 11,12	1,395,502	06-03-86
CPC CYCLE PRODUCTS CO. & DESIGN	United States	6,7,8,9, 11,12	1,993,978	08-13-96
"CITADEL"	United States	6	1,244,142	07-05-83
CITADEL	United States	6	1,001,443	01-14-75
CLICK RACK	United States	12	1,914,324	08-22-95
COPPER CANYON CYCLING	United States	6,9,11,12,21	1,920,573 (74/433,448)	09-19-95 (09-07-93)
COURAGE FOR YOUR HEAD	United States	9	2,137,670 (74/722,408)	02-17-98 (08-29-95)
CURB CRUISER	United States	12	1,455,159	09-01-87
CYCLE SHUTTLE	United States	12	1,422,753 (73/598,064)	12-30-86 (05-12-86)

	Country	International Class(es)	Reg. No. (Serial No.)	Reg. Date (Filing Date)
DESIGN OF BEAR CHARACTER	United States	12	1,912,845	08-15-95
DESIGN OF HEAD (SPOKE-HEDZ)	United States	9	2,024,181	12-17-96
DESIGN OF HEAD (SPOKE-HEDZ)	United States	6	2,024,182	12-17-96
DESIGN OF HEAD (SPOKE-HEDZ)	United States	28	2,025,776	12-24-96
DESIGN OF HEAD (SPOKE-HEDZ)	United States	12	2,024,183	12-17-96
FANCIFUL DESIGN (In-Liner Icon)	United States	9	1,860,202	10-25-94
FAT HAT	United States	9	1,919,348 (74/506,342)	09-19-95 (03-22-94)
FLICKSTAND	United States	12	1,220,768 (73/236,594)	12-21-82 (10-25-79)
FOLD N' STOR	United States	12	1,373,676	12-03-85
FORCE FLOW	United States	9	1,318,998 (441,527)	02-12-85 (08-29-83)
GIRO	United States	25	1,416,726 (589,558)	11-11-86 (03-24-86)
GIRO (California)	United States	39	80342	02-14-86
GIRO & Design	United States	28	1,541,697 (646,808)	05-30-89 (02-27-87)

	Country	International Class(es)	Reg. No. (Serial No.)	Reg. Date (Filing Date)
GIRO & Design (California)	United States	22	088,698	10-21-88
HEADLOCK	United States	9	1,874,550	01-17-95
JAMMER	United States	9	1,877,432 (74317,104)	02-07-95 (09-25-92)
MAGNUM	United States	9	915,121	06-15-71
MICROSHELL	United States	9	1,536,238	04-25-89
MOTO	United States	9	1,425,610 (73604,863)	01-20-87 (06-17-86)
MOTO 4	United States	9	1,329,345	04-09-85
MTN RACK	United States	12	1,657,322 (073,830)	09-17-91 (06-28-90)
PARADOX	United States	9	1,977,261	05-28-96
POCKETSHOP	United States	8	1,909,750 (74532,827)	08-08-95 (06-03-94)
REV & DESIGN	United States	12	1,371,220 (528,594)	11-19-85 (03-25-85)
RHODE GEAR	United States	12	1,433,750 (73547,395)	03-24-87 (12-20-85)
RIVAL	United States	9	1,977,262 (74537,363)	05-28-96 (06-14-94)
ROADSTAR	United States	9	1,368,690 (403,525)	11-05-85 (11-22-82)

	Country	International Class(es)	Reg. No. (Serial No.)	Reg. Date (Filing Date)
ROC LOC	United States	28	1,927,085 (74/483,530)	10-17-95 (01-26-94)
SASQUATCH	United States	12	1,977,260	05-28-96
SIDELIGHTS	United States	11	1,507,998	10-11-88
SPOKE-HEDZ	United States	9	2,023,748	12-17-96
SPOKE-HEDZ	United States	6	2,026,937	12-31-96
SPOKE-HEDZ	United States	12	2,025,455	12-24-96
SPOKE-HEDZ	United States	28	2,025,450	12-24-96
SPOKE-HEDZ (Stylized)	United States	6	2,025,461	12-24-96
SPOKE-HEDZ (Stylized)	United States	12	2,100,135	09-23-97
SPOKE-HEDZ (Stylized)	United States	9	2,104,062	10-07-97
SPOKE-HEDZ (Stylized)	United States	28	2,025,460	12-24-96
STAR	United States	9	930,541 (72/327,225)	03-07-72 (05-14-69)
TEAM CYCLE	United States	9,12,16	1,326,594	03-26-85
TERRAMOTO & Design	United States	9	1,877,494 (74/482,954)	02-07-95 (01-21-94)
THRILLER	United States	9	1,786,112	08-03-93
ULTRALIGHT (Supplemental)	United States	9	1,549,649 (73/747,542)	07-25-89 (08-22-88)

	Country	International Class(es)	Reg. No. (Serial No.)	Reg. Date (Filing Date)
VETTER	United States	9	1,961,240 (74/313,691)	03-12-96 (09-14-92)
VORTEX	United States	9	1,934,539 (74/293,112)	11-14-95 (07-10-92)

U.S. Trademark Applications

See attached Annex II(b) for a listing of U.S. trademark applications.

ANNEX II(b)Schedule II(b)Bell Sports, Inc. - U.S. Trademark Applications

	Country	International Class(es)	Reg. No. (Serial No.)	Reg. Date (Filing Date)
BELL (for Eyewear)	United States	9	75374,645	(10-16-97)
BELL in Ellipse (for Eyewear)	United States	9	75374,646	(10-16-97)

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**Patent and Trademark Assignment
Bell Sports Corp.**

Schedule I(a)

U.S. Patents

None.

U.S. Patent Applications

None.

U.S. Trademarks

None.

U.S. Trademark Applications

None.

**Patent and Trademark Assignment
Giro Sport Design International, Inc.**

U.S. Patents

None.

U.S. Patent Applications

None.

U.S. Trademarks

None.

U.S. Trademark Applications

None.